

**CITY OF NEWTON  
PURCHASING DEPARTMENT**

***CONTRACT FOR THE NEWTON PUBLIC SCHOOLS***

**PROJECT MANUAL:**

**NPS – SUPPLY & DELIVER ATHLETIC SUPPLIES**

***INVITATION FOR BID #12-79***

**Bid Opening Date: May 24, 2012 at 9:30 a.m.**

**MAY 2012**

**Setti D. Warren, Mayor**

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
**INVITATION FOR BID #12-79**

The City of Newton invites sealed bids from Contractors for:

**NPS – SUPPLY & DELIVER ATHLETIC SUPPLIES**

Bids will be received until: **9:30 a.m., May 24, 2012**  
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available on line at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) or for pickup at Newton City Hall, Room 204, Purchasing Department, 1000 Commonwealth Avenue, Newton Centre, MA 02459 after **10:00 a.m., May 10, 2012.**

There will be no charge for contract documents.

Bid surety is **not** required with this bid.

Award will be made to the lowest, responsible, and responsive bidder by line item. Multiple awards may occur under this contract.

**This will be a one-time purchase for each item with delivery dates set according to the corresponding sports season. Please refer to item bid list below for exact delivery dates. Exceptions are only allowed if authorized by the Newton Public Schools' Purchasing Department. All deliveries will be to both Newton North High School located at 457 Walnut Street, Newtonville, MA 02460 and Newton South High School located at 140 Brandeis Road, Newton Center, MA 02459 and as specified within this project manual.** The dollar value of the contract may not be increased by an amount more than twenty five percent (25%) of the contract total.

All bids are subject to the provisions of M.G.L. Chapter 30B. F.O.B. Destination inside individual schools, Newton, MA.

All bids shall be submitted as **one (1) ORIGINAL and two (2) COPIES.**

All City of Newton bids are available on the City's web site at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing Dept. (617) 796-1227 or email to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids (in whole or in part) if it be in the public interest to do so.

CITY OF NEWTON

Maryann LaRosee  
*Purchasing Department*

May 10, 2012

**CITY OF NEWTON**  
**DEPARTMENT OF PURCHASING**  
**INSTRUCTIONS TO BIDDERS**

**ARTICLE 1 - BIDDER'S REPRESENTATION**

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
- 1.2 The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
- 1.3 The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.4 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

**ARTICLE 2 - REQUEST FOR INTERPRETATION**

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer* at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227. The City will answer such requests if received Friday, May 18, 2012, at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids).
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept. at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #12-79**.

**ARTICLE 3 - MBE PARTICIPATION**

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

## **ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS**

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 4.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.
- 4.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- 4.7 Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.8 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- GENERAL BID FOR:
  - NAME OF PROJECT AND INVITATION NUMBER
  - BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.9 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.10 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

## **ARTICLE 5 – ALTERNATES**

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

## **ARTICLE 6 - WITHDRAWAL OF BIDS**

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

## **ARTICLE 7 - CONTRACT AWARD**

- 7.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 7.6 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.7 In the event that the City receives low bids in identical amounts from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

## **ARTICLE 8 – TAXES**

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

**END OF SECTION**

**CITY OF NEWTON**

**DEPARTMENT OF PURCHASING**

**BID FORM #12-79**

- A. The undersigned proposes to furnish all labor, materials, tools, equipment, transportation and supervision required to perform all work in accordance with the Project Manual prepared by the City of Newton entitled:

**NPS – SUPPLY & DELIVER ATHLETIC SUPPLIES**

- B. This bid includes addenda number(s) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_,

- C. The contract price(s) will be per attached to 8 ITEM SHEETS.

**NPS – Supply & Deliver Athletic Supplies**

**COMPANY NAME** \_\_\_\_\_

- D. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ Days

- E. The undersigned has completed and submits herewith the following documents:

- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications and References Form, 2 pages
- ☐ Certificate of Non-Collusion, 1 page
- ☐ Certification Regarding Local Taxes, 1 page
- ☐ Item Sheets, 8 pages

- F. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid.

The undersigned hereby certifies that it is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that they will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of General Bidder)

BY: \_\_\_\_\_

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone)

\_\_\_\_\_  
(FAX)

\_\_\_\_\_  
(E-mail Address)

**NOTE:** If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

**END OF SECTION**

## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

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(Signature of individual)

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Name of Business

## ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\*\* Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

## CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

\_\_\_\_\_  
\*Signature of Individual  
or Corporate Contractor (Mandatory)

\_\_\_\_\_  
\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Date: \_\_\_\_\_

\* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

\*\* Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

# **CITY OF NEWTON, MASSACHUSETTS**

## **PURCHASING DEPARTMENT**

### **GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
3. Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at [www.newtonma.gov/bids](http://www.newtonma.gov/bids). Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB # and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
4. Prices quoted must include inside delivery to the NPS department, as specified on the Purchase Order.
5. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
6. The award to the successful bidder may be cancelled if successful bidder shall fail to prosecute the work with promptness and diligence.
7. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
8. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the Seller.
9. The Seller shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the Seller, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
10. All bids shall be based on the quantities set forth on the attached bid sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this bid are assumed solely as a basis for the comparison of the bids. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
11. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
12. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
13. If so stated in the Invitation For Bid, the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
14. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.

15. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim.
16. The Seller shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
17. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor.

For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City.

Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs."

18. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials and supplies. A copy of this plan may be obtained from the Purchasing Department.
19. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-discrimination and Affirmative Action Program is applicable to all City of Newton contracts in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.
20. In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.
21. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

**FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT**

**END OF SECTION**

**CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN  
DECEMBER 1, 1999  
JANUARY 21, 2010 revised**

**STATEMENT OF POLICY:**

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON  
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN  
JANUARY 21, 2010

**I. DEFINITIONS:**

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

**II. GOALS:**

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

### III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

#### A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

#### B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate SOMWBA or City certified firms. Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

#### C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

### IV. CONSTRUCTION ACTIVITIES:

#### A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

#### B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The *City* will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

**C. Bid Submission**

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

**D. Contract Execution**

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

**E. Monitoring**

Throughout the duration of the contract, the *City* of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

**F. Enforcement**

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

**V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:**

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other *City* departments.

**THE CITY OF NEWTON, MASSACHUSETTS**  
**SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY**  
**ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM**

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
- 
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
  2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there may be established for the life of this contract a body to be known as the Liaison Committee. The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.\* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

\* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: *Minority Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access to the Construction site,
- IX. **Compliance with Requirements**  
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both of which are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**  
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

**XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment**

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

**XII. Bidders Certification Requirement**

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

**XIII. Contractor's Certification**

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

**XIV. Subcontractor's Certification**

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

**XV. Compliance - Information, Reports and Sanctions**

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct: an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:
  - (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or  
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
  - (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
  - (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance  
with the terms of the City's affirmative action construction contract requirements; OR,
  - (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
  - (e) Period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

**XIV. Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

# FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

## IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

## RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

## SEXUAL HARASSMENT

**151B:1,18** The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions; (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

## COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:  
One Ashburton Place  
Room 601  
Boston, MA 02108  
(617) 727-3990

Springfield office:  
436 Dwight Street  
Suite 315  
Springfield, MA 01103  
(413) 739-2145

## **NEWTON PUBLIC SCHOOLS ATHLETIC SUPPLIES**

### **1.0 Scope**

- 1.1 Newton Public Schools is accepting bids for Athletic Supplies as per the bid list attached. All bids must be submitted in the manner and form prescribed by the Specifications which control award of the contract(s). Bid awards will be made on a per item basis to the lowest responsive and responsible bidder.
- 1.2 Quantities specified are based on a census taken by Newton Public Schools. Newton Public Schools reserves the right to increase or decrease quantities to be ordered within the time limits set forth in the bid. Bids must remain in effect a minimum of ninety (90) days after the bid opening.
- 1.3 All prices shall be F.O.B. Destination with inside delivery to both high schools.

### **2.0 Description and Quality**

- 2.1 Wherever items are specified by trade name, manufacturer or dealer's catalog number, or by any other reference, it shall be taken to mean the items as thus described or any other item equal thereto in quality, finish, durability, compatibility, safety and serviceability for the purpose for which it is intended. If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. When the brand is not stated by the bidder, it is understood that the offer is exactly as specified. Final decisions concerning the quality of items, other than those specifically designated, is to rest with the Newton Public Schools whose determination shall be final and conclusive. Samples shall be furnished free-of-charge upon request and may be retained for future comparisons. Contractors shall guarantee quality control of all goods.
- 2.2 Contractors are responsible for confirming uniform designs, colors, sizes and numbers with the equipment manager of each school prior to ordering from the factory.
- 2.3 Newton Public Schools encourages environmentally preferable products, i.e., products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance or disposal of the product or service: 1) emphasis on multiple environmental considerations such as recycled content, energy and water efficiency, renewable resource use and toxicity considerations rather than any single environmental feature; 2) evaluation of environmental impacts throughout the life cycle of the product which includes impacts during the manufacture, use and disposal of the product; and 3) recognition of cost and performance remain critical factors in all purchasing decisions. All products must be latex free and nut free.
- 2.4 Applicable Material Safety Data Sheets must be forwarded to the Purchasing Department, Newton Public Schools, 100 Walnut Street, Newtonville, MA 02460, within thirty (30) days after the bid award. All products must be properly labeled with the product name, manufacturer's name, address and emergency telephone number, ingredients, cautions, warnings, hazard rating and first aid.

### **3.0 Delivery**

- 3.1 All packages, cartons, or other containers must be clearly marked with a) the school designation, b) a packing slip with contents or item numbers from specifications c) the number of boxes on shipment, d) the purchase order number and e) the vendor's name and order number.
- 3.2 Deliveries shall be made to Newton North and Newton South High Schools per Bid Award. All deliveries shall be made to the inside of the building and contractors are cautioned to notify their shipping contractors that adequate assistance must be provided at the point of delivery. No sidewalk deliveries will be accepted.

3.3 Deliveries shall be made between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, on days when school is in session. Forty-eight (48) hours notice of delivery is required for large or special orders by contacting the receiving school. Newton Public Schools shall not be responsible for deliveries that cannot be made because notice was not received in time.

3.4 Deliveries are to be completed within sixty (60) calendar days after the bid award unless otherwise indicated or notified by the Contractor and approved as seasonal by the school's Equipment Manager. Seasonal deliveries are as follows:

**Fall Sports by 8/8/12 - Football, Golf, Swimming (Womens), Volleyball (Womens), Field Hockey, Cheerleading, Cross Country, Soccer**

**Winter Sports by 11/14/12 - Swimming (Mens), Wrestling, Basketball, Hockey, Gymnastics, Indoor Track, Nordic Skiing, Alpine Skiing**

**Spring Sports by 3/6/13 - Baseball, Volleyball (Mens), Softball, Outdoor Track, Lacrosse, Tennis**

#### 4.0 Payment

4.1 Invoices shall be mailed to Accounts Payable, Newton Public Schools, 100 Walnut Street, Newtonville, Massachusetts 02460.

4.2 Invoices must be in duplicate, by school, including the a) purchase order number, b) school name, c) item number, d) quantity, e) description, f) unit price and g) totals.

**END OF SECTION**

**FY 2012 - 2013 ATHLETIC BID:**

Item Number	Description or Approve Equal	Delivery Date	Unit	Unit Cost	Qty	Total	Approved equal brand, model #, pg#, (attach specs)
41-01-009	SOFTBALL OFFICIAL GAME BALL: DUDLEY WT12YFP. MIAA APPROVED. <b>NO SUBSTITUTE.</b>	Mar-13	DOZEN	\$_____	6	\$_____	
41-01-010	SOFTBALL OFFICIAL GAME BALL: WILSON A9011 YELLOW. MIAA APPROVE. <b>NO SUBSTITUTE.</b>	Mar-13	DOZEN	\$_____	6	\$_____	
41-01-012	SOFTBALL OFFICIAL GAME BALL: DUDLEY THUNDERHEAT. FAST PITCH. DUDLEY WT 12 ASA-NFHS. <b>NO SUBSTITUTE.</b>	Mar-13	DOZEN	\$_____	5	\$_____	
41-01-020	SOFTBALL OFFICIAL SCOREBOOK: MACGREGOR MSBASBOK OR APPROVED EQUAL	Mar-13	EACH	\$_____	5	\$_____	
41-01-052	SOFTBALL DUAL FIRST BASE 3"x15"x30": COMPLETE WITH 2 STRAPS, 2 BUCKLES AND 2 SPIKES. CHAMPION M155 OR APPROVED EQUAL.	Mar-13	EACH	\$_____	1	\$_____	
41-02-001	LACROSSE USILA/ NCAA BALLS L B W OFFICIAL- WHITE. BRINE LBW. <b>NO SUBSTITUTE.</b>	Mar-13	DOZEN	\$_____	24	\$_____	
41-02-002	LACROSSE USILA/ NCAA BALLS L B W OFFICIAL- YELLOW. BRINE LBW. <b>NO SUBSTITUTE.</b>	Mar-13	DOZEN	\$_____	18	\$_____	
41-02-025	MOUTH GUARD SENIOR W/ STRAP, YELLOW: CRAMER 132 OR APPROVED EQUAL. MOUTH GUARD <b>MUST BE A COLOR, NOT CLEAR.</b>	Mar-13	EACH	\$_____	300	\$_____	
41-02-030	LACROSSE HELMET GOALIE THROAT GUARD/PROTECTOR - SCREW MOUNTED. CASCADE TPC2 -CLEAR. <b>NO SUBSTITUTE.</b>	Mar-13	EACH	\$_____	3	\$_____	
41-02-060	LACROSSE MEN'S OFFICIAL SCOREBOOK: BRINE HEP OR APPROVED EQUAL	Mar-13	EACH	\$_____	6	\$_____	
41-02-065	LACROSSE WOMEN'S OFFICIAL SCOREBOOK: BRINE CK10 OR APPROVED EQUAL	Mar-13	EACH	\$_____	6	\$_____	
41-02-100	LACROSSE OFFICIAL NETS: WEATHER RESISTANT, 3MIL WHITE NYLON. BACHARACH BS-LACOFFGL OR APPROVED EQUAL	Mar-13	EACH	\$_____	6	\$_____	
41-02-125	LACROSSE NET TWINE - 100% NYLON. BRINE NPS L <b>NO SUBSTITUTE</b>	Mar-13	ROLL/ 12 FT.	\$_____	6	\$_____	
41-03-001	TENNIS BALLS - OPTIC YELLOW: WILSON T1001 HARD SURFACE. <b>NO SUBSTITUTE.</b>	Mar-13	CASE/ 24 CANS	\$_____	18	\$_____	
41-04-002	TRACK 1/4 INCH PYRAMID SPIKES.	Aug-12	PKG/100	\$_____	4	\$_____	
41-04-010	TRACK 50 FT. FIBERGLASS MEASURING TAPE: FEET AND METERS.	Aug-12	EACH	\$_____	2	\$_____	
41-04-012	TRACK 100 FT. FIBERGLASS MEASURING TAPE: FEET AND METERS.	Aug-12	EACH	\$_____	2	\$_____	
41-04-013	TRACK 165 FT. FIBERGLASS MEASURING TAPE. FEET AND METERS.	Aug-12	EACH	\$_____	1	\$_____	

41-04-014	TRACK 250 FT. FIBERGLASS MEASURING TAPE: FEET AND METERS.	Aug-12	EACH	\$_____	2	\$_____	
41-04-018	TRACK STOP WATCH W/SPLIT TIMER DUAL DISPLAY: ACCUSPLIT A725MX OR APPROVED EQUAL.	Aug-12	EACH	\$_____	24	\$_____	
41-04-024	TRACK STARTER PISTOL 22 CALIBER: M&F 4724A. <b>NO SUBSTITUTE.</b>	Aug-12	EACH	\$_____	1	\$_____	
41-04-025	TRACK .22 CALIBER BLANKS: WINCHESTER.	Aug-12	BOX/50	\$_____	2	\$_____	
41-04-028	TRACK ALUMINUM BATON: ROLLED EDGES, NON-SLIP FINISH, AVAILABLE IN SILVER OR GOLD COLOR.	Aug-12	EACH	\$_____	6	\$_____	
41-04-040	TRACK HIGH JUMP FIBERGLASS CROSSBAR COMPETITION LENGTH W/SQUARE END PIECES: GILL 525 OR APPROVED EQUAL.	Aug-12	EACH	\$_____	2	\$_____	
41-04-050	TRACK MEN'S OFFICIAL WOOD 1.6 KILO DISCUS W/STEEL RIM: GILL 316 OR APPROVED EQUAL.	Aug-12	EACH	\$_____	2	\$_____	
41-04-055	TRACK MEN'S 12-LB. OUTDOOR IRON SHOT-PUT: GILL 3312 OR APPROVED EQUAL.	Aug-12	EACH	\$_____	1	\$_____	
41-04-056	TRACK INDOOR PLASTIC SHOT PUT 12 LB. HARD SHELL GILL 3212. <b>NO SUBSTITUTE.</b>	Nov-12	EACH	\$_____	1	\$_____	
41-04-065	TRACK WOMEN'S OFFICIAL WOOD 1.0 KILO DISCUS W/STEEL EDGE: GILL 314 OR APPROVED EQUAL.	Aug-12	EACH	\$_____	2	\$_____	
41-04-075	TRACK WOMEN'S TRAINING JAVELIN 600 GRAMS - 30 METERS: SANDVIK OR APPROVED EQUAL.	Aug-12	EACH	\$_____	2	\$_____	
41-04-076	TRACK MEN'S TRAINING JAVELIN 800 GRAMS -40 METERS: SANDVIK OR APPROVED EQUAL.	Aug-12	EACH	\$_____	2	\$_____	
41-04-085	36" ALUMINUM PIT RAKE: GILL 451 OR APPROVED EQUAL.	Aug-12	EACH	\$_____	1	\$_____	
41-05-000	VOLLEYBALL MIAA OFFICIAL LEATHER BALL: TACHIKARA COMPETITION SV5WG. <b>NO SUBSTITUTE.</b>	Aug-12	EACH	\$_____	12	\$_____	
41-05-001	VOLLEYBALL MIAA OFFICIAL COMPOSITE LEATHER BALL: TACHIKARA COMPETITION SV5WSC. <b>NO SUBSTITUTE.</b> COLORS TO BE DETERMINED UPON BID AWARD.	Aug-12	EACH	\$_____	18	\$_____	
41-05-003	VOLLEYBALL -NFHS APPROVED: BADEN PERFECTION 15-0. MODEL#: VX5EC-216. COLOR: ORANGE/ROYAL/WHITE. <b>NO SUBSTITUTE.</b>	Aug-12	EACH	_____	24	\$_____	
41-05-020	VOLLEYBALL OFFICIAL NCAA SCOREBOOK.	Aug-12	EACH	\$_____	6	\$_____	
41-05-025	VOLLEYBALL WHITE GYM FLOOR TAPE 2" X 60 YDS.	Aug-12	ROLL	\$_____	6	\$_____	
41-05-032	VOLLEYBALL NET: HEAVY-DUTY OFFICIAL COMPETITION SIZE. INCLUDES NET STORAGE BAG AND TOP AND BOTTOM ROPE. BISON SPORTS KEVLAR BIS-VB1250K. <b>NO SUBSTITUTES.</b>	Aug-12	EACH	\$_____	1	\$_____	

41-05-034	VOLLEYBALL COLLAPSIBLE NET ANTENNAE: FIBERGLASS, 2-INCHES WIDE WHITE SUPPORT POCKET WITH VELCRO STRAPS. EACH SET INCLUDES TWO COLLAPSIBLE ANTENNAE WITH CARRYING BAG. TANDEM. <b>NO SUBSTITUTE.</b>	Aug-12	SET	\$ _____	1	\$ _____	
41-06-010	BASEBALL BALL BAG: FLAT BOTTOM, WRAP AROUND HANDLES, SHOULDER STRAP, HD ZIPPER, HOLDS 5 DOZ. BASEBALLS OR 3 DOZ. SOFTBALLS. RAWLINGS DBP OR APPROVED EQUAL.	Mar-13	EACH	\$ _____	3	\$ _____	
41-06-012	BASEBALL EQUIPMENT BAG 15 X 27: DOUBLE SEAMS AND BOTTOM, WRAP AROUND STRAPS, COLOR TO BE DETERMINED UPON BID AWARD. SNITZ 35 R7 OR APPROVED EQUAL.	Mar-13	EACH	\$ _____	1	\$ _____	
41-06-015	BASEBALL OFFICIAL GAME BALL: MIAA APPROVED. NFHS CERTIFIED. DIAMOND D1. <b>NO SUBSTITUTE.</b>	Mar-13	DOZEN	\$ _____	38	\$ _____	
41-06-017	BASEBALL J. V. BALL: DIAMOND DOL- A.	Mar-13	DOZEN	\$ _____	26	\$ _____	
41-06-020	BASEBALL PITCHING MACHINE BALLS: POLYURETHANE, YELLOW. WORTH PMT OR APPROVED EQUAL.	Mar-13	DOZEN	\$ _____	1	\$ _____	
41-06-045	BASEBALL CATCHER'S GLOVE FOR RIGHT HANDED PLAYER. RAWLINGS R C M30 R H OR APPROVED EQUAL.	Mar-13	EACH	\$ _____	1	\$ _____	
41-06-050	BASEBALL RUBBER BATting TEE ADJUSTABLE 22" - 48": MACGREGOR B7 OR APPROVED EQUAL.	Mar-13	EACH	\$ _____	2	\$ _____	
41-06-055	BASEBALL OFFICIAL SCOREBOOK: WILSON OR APPROVED EQUAL.	Mar-13	EACH	\$ _____	9	\$ _____	
41-11-001	FIELD HOCKEY U S F H A OFFICIAL SCOREBOOK: DITA 134 OR APPROVED EQUAL.	Aug-12	EACH	\$ _____	3	\$ _____	
41-11-016	FIELD HOCKEY N F H S A OFFICIAL GAME BALL: PENN MONTO FPM 500 NS <b>NO SUBSTITUTE</b>	Aug-12	DOZEN	\$ _____	12	\$ _____	
41-11-018	FIELD HOCKEY PRACTICE BALL: PENN MONTO FPM 510 <b>NO SUBSTITUTE</b>	Aug-12	DOZEN	\$ _____	9	\$ _____	
41-11-033	FIELD HOCKEY OFFICIAL NETS: 2.5MM, WEATHER TREATED. JAYFRO F HND-8 OR APPROVED EQUAL	Aug-12	PAIR	\$ _____	2	\$ _____	
41-12-001	SOCCER SCORE BOOK: 25 GAMES. BRINE S B1 OR APPROVED EQUAL.	Aug-12	EACH	\$ _____	12	\$ _____	
41-12-005	SOCCER OFFICIAL GAME BALL ALL WHITE: HAND SEWN. MIAA APPROVED. BRINE PHANTOM B C145. <b>NO SUBSTITUTE.</b>	Aug-12	EACH	\$ _____	36	\$ _____	
41-13-001	GOLF OFFICIAL GAME BALLS: TITLEST PROFESSIONAL 22044 <b>NO SUBSTITUTE</b>	Aug-12	DOZEN	\$ _____	18	\$ _____	
41-14-001	FOOTBALL OFFICIAL GAME BALL: SPAULDING J5V. <b>NO SUBSTITUTE.</b>	Aug-12	EACH	\$ _____	12	\$ _____	

41-14-002	FOOTBALL OFFICIAL GAME BALL: WILSON GST 1003 OFFICIAL SIZE WITH 863 PREMIUM GST WE LEATHER. 3F1003. <b>NO SUBSTITUTE.</b>	Aug-12	EACH	\$ _____	60	\$ _____	
41-14-005	FOOTBALL KICK OFF TEE 2-INCH ORANGE.	Aug-12	EACH	\$ _____	3	\$ _____	
41-14-009	FOOTBALL CANVAS EQUIPMENT BAG 24 X 13 X 13 W/ SHOULDER STRAP: BLACK W/WHITE STRAPS, "NEWTON" CURVED OVER LION'S OR TIGER'S HEAD. "SOUTH" OR "NORTH" STRAIGHT UNDERNEATH, ORANGE LETTERS. SNITZ 1430 OR APPROVED EQUAL.	Aug-12	EACH	\$ _____	5	\$ _____	
41-14-015	FOOTBALL SHOULDER PAD: EXTENDED FRONT PADDING W/KICK PLATES. SIZES TO BE DETERMINED UPON BID AWARD. RIDDELL AIR- PAC. <b>NO SUBSTITUTE.</b> CALL FOR SIZE BREAKDOWN.	Aug-12	EACH	\$ _____	24	\$ _____	
41-14-020	FOOTBALL GIRDLE PAD - REGULAR: RIDDELL GSP. OR APPROVED EQUAL.	Aug-12	PAIR	\$ _____	12	\$ _____	
41-14-021	FOOTBALL GIRDLE PAD - LONG: BIKE CPS 49 OR APPROVED EQUAL.	Aug-12	PAIR	\$ _____	12	\$ _____	
41-14-022	FOOTBALL HIP PAD INSERTS - REGULAR: RIDDELL 48123.	Aug-12	PAIR	\$ _____	12	\$ _____	
41-14-024	FOOTBALL THIGH PADS: RIDDELL 48119 OR APPROVED EQUAL.	Aug-12	PAIR	\$ _____	12	\$ _____	
41-14-025	FOOTBALL MEDIUM KNEE PADS FOR PANTS: RIDDELL 48120, ULTRALITE FBULKPA OR APPROVED EQUAL	Aug-12	PAIR	\$ _____	24	\$ _____	
41-14-030	FOOTBALL CLEATS - MALE.	Aug-12	BAG/100	\$ _____	3	\$ _____	
41-14-031	FOOTBALL FLAK VEST ADULT SIZE: 1-1/8 FOAM, NYLON COVERED, ADJUSTABLE SHOULDER STRAPS. RIDDELL 45242 <b>NO SUBSTITUTE</b>	Aug-12	EACH	\$ _____	2	\$ _____	
41-14-042	FOOTBALL GOAL LINE PYLON MARKER 4 X 4 X 18: DOUBLE ETHAFOAM, WATER RESISTANT, RED, SPRING ACTION. MARTIN E2 P A OR APPROVED EQUAL.	Aug-12	SET/4	\$ _____	2	\$ _____	
41-15-020	STOP WATCH: SPORTLINE ENVENTIMER 250 OR APPROVED EQUAL.	Aug-12	EACH	\$ _____	23	\$ _____	
41-20-006	HOCKEY OFFICIAL GAME PUCK: COOPER OHP. <b>NO SUBSTITUTE.</b>	Nov-12	EACH	\$ _____	48	\$ _____	
41-20-007	HOCKEY TAPE 1" x 60 YARDS BLACK: CELLOPHANE WRAPPED.TAPE-O HT016040BKSC OR APPROVED EQUAL.	Nov-12	ROLL	\$ _____	24	\$ _____	
41-20-008	HOCKEY TAPE 1" X 15 YDS. - WHITE: TAPE- O- WHITE HT011515NASC OR APPROVED EQUAL.	Nov-12	CASE/ 120 ROLLS	\$ _____	1	\$ _____	
41-20-010	HOCKEY SCORE BOOK: COOPER H S B. <b>NO SUBSTITUTE.</b>	Nov-12	EACH	\$ _____	8	\$ _____	

41-21-001	BASKETBALL MEN'S OFFICIAL LEATHER GAME BALL: MIAA APPROVED. WILSON JET EVOLUTION B0516. <b>NO SUBSTITUTE</b>	Nov-12	EACH	\$ _____	24	\$ _____	
41-21-002	BASKETBALL MEN'S OFFICIAL LEATHER GAME BALL: MIAA APPROVED. SPAULDING TOP-FLITE 1000. <b>NO SUBSTITUTE.</b>	Nov-12	EACH	\$ _____	18	\$ _____	
41-21-004	BASKETBALL WOMEN'S OFFICIAL GAME BALL SIZE 28.5: WOMEN'S SPAULDING TOP FLITE 1000. <b>NO SUBSTITUTE</b>	Nov-12	EACH	\$ _____	24	\$ _____	
41-21-009	BASKETBALL NET: WHITE NYLON CORD, COMPETION QUALITY.	Nov-12	EACH	\$ _____	12	\$ _____	
41-21-011	BASKETBALL SCOREBOOK: WILSON MARK 4. <b>NO SUBSTITUTE.</b>	Nov-12	EACH	\$ _____	12	\$ _____	
41-22-020	WRESTLING MAT TAPE 3"X 84' TRANSPARENT.	Nov-12	ROLL	\$ _____	54	\$ _____	
41-22-025	WRESTLING SCORE BOOKS: CLIFF-KEANE S B7. <b>NO SUBSTITUTE</b>	Nov-12	EACH	\$ _____	2	\$ _____	
41-25-001	GYMNASTIC CHALK: WRAPPED IN 8 - 2 OZ. BLOCKS. CRAMER 130538. OR APPROVED EQUAL	Nov-12	1 LB.	\$ _____	4	\$ _____	
41-90-020	BADMINTON INDOOR SHUTTLECOCK: NYLON FEATHERS, CORK TIP, MEDIUM SPEED. CARLTON CLUB 287 OR APPROVED EQUAL.	Nov-12	TUBE/6	\$ _____	12	\$ _____	
41-90-032	SPEED ROPE - 9 FT.: LIGHT WEIGHT VINYL W/SWIVEL ACTION HANDLES.	Aug-12	EACH	\$ _____	24	\$ _____	
41-90-110	FLAG FOOTBALL BELT W/3 FLAGS: QUICK RELEASE BUCKLE, VINYL FLAGS, RED & YELLOW.	Aug-12	DOZEN	\$ _____	24	\$ _____	
41-95-001	AIR HORN CHROME: W/ONE AIR CAN. FALCON COMMANDER 4, FALCON W4025 OR APPROVED EQUAL	Aug-12	EACH	\$ _____	12	\$ _____	
41-95-005	PLASTIC WHISTLE: NATURAL CORK BALL AND SPLIT RING.	Aug-12	EACH	\$ _____	24	\$ _____	
41-95-015	ELECTRIC AIR PUMP: 20 PSI, 2 NOZZLES, NEEDLE, 8' POWER CORD, 5' HOSE. CHAMPION 1210882 OR APPROVED EQUAL.	Aug-12	EACH	\$ _____	2	\$ _____	
41-95-020	CLIP BOARD 9 X 12.	Aug-12	EACH	\$ _____	12	\$ _____	
41-95-025	VELCRO NET TIES 4-INCH X 4 YDS.: KWIK GOAL MHF1 <b>NO SUBSTITUTE</b>	Aug-12	ROLL	\$ _____	6	\$ _____	
41-95-030	NYLON CORD	Aug-12	ROLL/ 100 FT.	\$ _____	3	\$ _____	
41-95-040	MESH BALL BAG: 32 X 36 NYLON, HOLDS 10-12 BALLS, STAY-TIGHT CLOSURE. APB 36 OR APPROVED EQUAL.	Aug-12	EACH	\$ _____	10	\$ _____	
41-95-065	LOW PROFILE FIELD ( DISK) ONE - RED.	Aug-12	DOZEN	\$ _____	24	\$ _____	
41-95-066	LOW PROFILE FIELD ( DISK) ONE - BLUE.	Aug-12	DOZEN	\$ _____	100	\$ _____	

41-99-001	SCRIMAGE VEST: HEAVY-DUTY 100% NYLON, 350 LB. BURSTING STRENGTH. SIZES AND COLORS TO BE DETERMINED UPON BID AWARD. RUSSELL 12756 M K. OR APPROVED EQUAL	Aug-12	EACH	\$_____	24	\$_____	
41-99-002	SCRIMAGE VEST: MODIFIED 'V' NECK: #46 CLOTH DOUBLE YOKE, 66 CLOTH BODY, 1/4 SLEEVES, CHIMNEY LENGTH. SIZES AND COLORS TO BE DETERMINED UPON BID AWARD. RUSSELL 10266MK OR APPROVED EQUAL.	Aug-12	EACH	\$_____	48	\$_____	
41-99-005	REVERSIBLE PRACTICE PENNIES.	Aug-12	DOZEN	\$_____	24	\$_____	
41-99-009	CALF LENGTH TUBE SOCKS WHITE WITH STRIPES: ONE SIZE FITS ALL. STRIPE COLORS TO BE DETERMINED UPON BID AWARD. TWIN CITY TCSPR OR APPROVED EQUAL.	Aug-12	PAIR	\$_____	120	\$_____	
41-99-010	CALF LENGTH TUBE SOCKS ORANGE WITH STRIPES: ONE SIZE FITS ALL. STRIPE COLORS TO BE DETERMINED UPON BID AWARD. TWIN CITY TCSPR OR APPROVED EQUAL.	Aug-12	PAIR	\$_____	120	\$_____	
41-99-016	BASKETBALL SHORTS: NYLON MESH, W/WAISTBAND AND DESIGN. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD.	Nov-12	PAIR	\$_____	60	\$_____	
41-99-018	BASKETBALL GIRLS PRACTICE SHORTS: 50% POLY/COTTON, LETTERS IN WHITE. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD.	Nov-12	PAIR	\$_____	24	\$_____	
41-99-025	T- SHIRT GRAY: HEAVY DUTY, 100% COTTON, INTERLOCKING LETTERS. SIZES TO BE DETERMINED UPON BID AWARD.	Nov-12	EACH	\$_____	36	\$_____	
41-99-030	BASKETBALL WOMEN'S NYLON MESH REVERSIBLE JERSEY: LETTERS, DESIGN, COLORS, SIZES AND NUMBERS TO BE DETERMINED UPON BID AWARD. CHAMPION JUDY 74 TO MATCH EXISTING STOCK OR APPROVED EQUAL	Nov-12	EACH	\$_____	24	\$_____	
41-99-035	COACH'S SHIRT : 50% COTTON/POLY KNIT POLO SHIRT W/COLLAR, CHEST DESIGN. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD.	Nov-12	EACH	\$_____	24	\$_____	
41-99-055	SWEAT TOP (HOODLESS): 100% COTTON, HEAVYWEIGHT, DESIGN, COLORS, SIZES AND NUMBERS TO BE DETERMINED UPON BID AWARD. TO MATCH 41-99-060.	Nov-12	EACH	\$_____	24	\$_____	
41-99-060	SWEAT PANTS: 100% COTTON, DRAWSTRINGS WAIST, SIDE POCKETS. DESIGN, COLORS, SIZES AND NUMBERS TO BE DETERMINED UPON BID AWARD. TO MATCH 41-99-055.	Aug-12	PAIR	\$_____	24	\$_____	

41-99-070	WARMUP JACKET W/HOOD: NYLON, WATERPROOF, FOAM LINING, SNAP FRONT SLASH POCKETS, CUSTOM LETTERING. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD.	Aug-12	EACH	\$_____	24	\$_____	
41-99-100	BASEBALL ADJUSTABLE CAP: EMBROIDERED INTERLOCKING 2" LETTER(S). COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. DELONG #24 OR APPROVED EQUAL.	Aug-12	EACH	\$_____	36	\$_____	
41-99-107	BASEBALL ONE- COLOR SOCKS - ADULT: ACRYLIC/ NYLON/ SPANDEX. SIZES AND COLORS TO BE DETERMINED UPON BID AWARD. (ORANGE, BLACK, OR ROYAL BLUE)	Aug-12	PAIR	\$_____	228	\$_____	
41-99-132	UTILITY JACKET: NYLON, WATERPROOF, HALF ZIPPER, HOOD, 3M TENSOLITE LINING, U C L A INSERT, BACK DESIGN W/NOS. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD.	Mar-13	EACH	\$_____	36	\$_____	
41-99-181	SOCCER SOCKS WHITE W/ROYAL STRIPES: COTTON/NYLON, FULL REINFORCED FOOT, ONE SIZE FITS ALL.	Aug-12	PAIR	\$_____	120	\$_____	
41-99-182	SOCCER SOCKS ORANGE W/WHITE STRIPES: COTTON/NYLON, FULL REINFORCED FOOT, ONE SIZE FITS ALL.	Aug-12	PAIR	\$_____	120	\$_____	
41-99-183	SOCCER SOCKS SOLID COLOR: COTTON/ NYLON, FULL REINFORCED FOOT, ONE SIZE FITS ALL. COLORS TO BE DETERMINED UPON BID AWARD.	Aug-12	PAIR	\$_____	120	\$_____	
41-99-206	HOCKEY MESH SOCKS - WHITE W/ ROYAL/ ORANGE/ ROYAL STRIPES: NYLON, ONE SIZE FITS ALL ADULTS.	Nov-12	PAIR	\$_____	24	\$_____	
41-99-207	HOCKEY MESH SOCKS - ROYAL BLUE W/ ORANGE/WHITE/ORANGE STRIPES: NYLON, ONE SIZE FITS ALL ADULTS.	Nov-12	PAIR	\$_____	24	\$_____	
41-99-240	FOOTBALL BELT: 1" WEB CLOTH, RING. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. RIDDELL WB52 OR APPROVED EQUAL.	Aug-12	EACH	\$_____	220	\$_____	
41-99-248	FOOTBALL PRACTICE PANTS: 100% POLYESTER HEAVYWEIGHT. COLORS AND SIZES TO BE DETERMINED UPON BID AWARD. RIDDELL PPP OR APPROVED EQUAL.	Aug-12	PAIR	\$_____	24	\$_____	

**IMPORTANT: Award will be made to the lowest responsive and responsible bidder by line item.**

\*If an alternate item is being proposed, the bidder shall so indicate by providing a full description of the proposed substitute as well as provide data sheets, catalog cuts, performance and test data, and any other information which will support or otherwise prove equality; such proof rests entirely with the bidder. If the alternate product information (listed above) is not provided at the time of the bid the bidder may be deemed non responsive.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_

**E-mail** \_\_\_\_\_

**END OF SECTION**